Terms and Conditions

These Terms and Conditions, together with our privacy policy together with any other written information we brought to your attention before we confirmed your consignment, form the basis of your contract with Bagman. Please read them carefully as they set out our respective rights and obligations.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the Service Order that:-

1. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
2. He/she consents to our use of information in accordance with our Privacy Policy;

Standard Terms of Contract

**1.** Definitions

In these Terms and Conditions where the following terms are used, they shall have the following meanings:

(a) “Consignment” means any item(s) of any sort which are, may be, or are intended to be, received by us from any one sender at an address for us to carry and deliver to any recipient at any other address.
(b) “Damaged Consignment” means a Consignment that is no longer in the condition in which it was received by us.
(c) “The Collection” means the address at which a Consignment is received or collected by us.
(d) “Purchased” means when you accept the booking.
(e) “The Drop Off” means the address to which any Consignment is delivered by us.
(f) “The Excepted Risks” means:
(i) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, or loot, sack or pillage in connection, and/or
(ii) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, and/or
(iii) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of the same, and/or
(iv) pressure waves caused by aircraft and other aerial devices travelling at the speed of sound or faster, and/or
(v) the absence, failure or inadequacy of the packing or packaging used for a consignment by you
(g) “This Agreement” means these terms and conditions.
(h) “Us, We or Our” means Bagman Cycling Ltd, together with its directors, employees any agents, suppliers, subcontractors or couriers acting on its behalf.
(i) “You” means the customer who is contracted with us as set out in the Service Order.
(j) “Service” means the service and carriage of a consignment by us in accordance with the particulars set out in the booking.
(k) “Booking” means the placing of an order with us.

**2.** Our Obligations

**2.1** We will carry out the Service(s) for you whilst this Agreement is in force, in return for the payment by you to us of the price set out in the booking and in accordance with the terms of this Agreement.

**2.2** We shall have the right to make any changes to the Service(s), which are necessary to comply with any applicable law or safety requirement or which do not materially affect the nature or quality of the Service(s) and we shall notify you of any such changes.

**2.3** We warrant that the Service(s) will be provided using reasonable care and skill.

**3.** Accuracy

We endeavour to ensure that all of the information and prices displayed both on our website and in any brochure which we issue are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the Service(s) that you wish to book before your order is confirmed.

#### 4.  Loading and Unloading

**4.1** If collection or delivery of a Consignment takes place at your premises, we shall not be under any obligation to provide any equipment or labour which, apart from the driver collecting the Consignment, may be required for the loading or unloading of a Consignment.

**4.2** Any Consignment (or part of a Consignment) requiring any special equipment for loading and unloading shall be accepted by us for transportation only on the understanding and condition that such special equipment will be made available at the Collection Point and the Delivery Point as required. Where such equipment is not available and if we agree to load or unload the Consignment (or part of the Consignment) we shall be under no liability or obligation of any kind to you for any damage caused (however it may be caused) during the loading or unloading of the Consignment. This includes any damage caused whether or not by our negligence and you shall agree to indemnify and hold us harmless against any claim or demand from any person arising out of our agreeing to load or unload the Consignment in these circumstances.

#### 5. Collection and Deliveries

**5.1** We will make one attempt to deliver a Consignment during normal working hours. If we cannot obtain a delivery receipt at the Delivery Point, you agree that we shall be authorised to attempt to deliver the Consignment to, or obtain a delivery receipt from, an alternative address close to the Delivery Point and (if successful) we agree that we will leave at the Delivery Point details of the address to which we have delivered the Consignment. This will be a neighbour who is willing to accept the luggage on your behalf.

**5.2** If we consider that the Consignment has become a Damaged Consignment and cannot be delivered because it is or in our reasonable opinion is likely to be unsafe hazardous or harmful we reserve the right to dispose of the Damaged Consignment immediately. If the Consignment becomes a Damaged Consignment because of our actions and we have to dispose of it we will only be liable to you up to the amounts specified in Clause 7.

**5.3** The Company will not accept or deal with bullion, coin, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock, pets or plants. Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods the Company shall be under no liability whatsoever for or in connection with such goods howsoever arising.

**5.4** If the delivery address is incorrect and needs to be rectified during the transit of the packages/luggage, a £50 administration charge will apply and taken automatically from your original payment method.

6. Sub-Contractors

**6.1** You agree that we may use another carrier in order to support our provision of the services to you (this will be at our own expense) and you agree that both we and this other carrier shall be entitled to the protection of all of the terms of this Agreement which exclude or limit liability for any losses or damage.

**7.** Our Liability

YOUR ATTENTION IS DRAWN PARTICULARLY TO THIS CLAUSE AND THE LIMITS OF OUR LIABILITY WITHIN IT.

PLEASE NOTE:

Whilst our full terms and conditions still apply, please ensure you read them carefully. Without replacing our full terms we draw your attention specifically to the following:-

* You will ensure that all packages/luggage are correctly and clearly labelled
* In order to keep our prices as low as possible, we will limit our liability in respect of lost or damaged packages/luggage to the amounts set out and agreed in our terms and conditions
* If your package/luggage is a value higher than £3,000, you will take out appropriate additional insurance to compensate the extra value OR take the risk of loss or damage
* You will notify us of any potential claims against us as soon as possible and no later than 14 days (damage) and 28 days (for loss)
* In the event of a potential claim we will require proof of value (excluding any expected profit – which we exclude from liability) and photographs of packaging and any alleged damage
* If we pay out on a successful claim we retain the right to the contents of the packages/luggage to deal with (sell or destroy for example) as we, in our sole discretion, see fit.

**Insurance**

“The limit of exposure accepted by Bagman is noted at a maximum of £3,000 in the event of a loss per bike and associated equipment). A Bike is defined as “equipment associated with and accessories required to participate in the event”. In the event of loss, damage of theft of a bike, or bag each incident shall be looked at on a case by case basis and based on depreciation of items and proof of purchase of belongings. The excess is £350 for each claim i.e the first £350 is not paid by Bagman. Bagman will not be held responsible for pre transport damage or faults to bikes.

We will also transport a small Kit bag for you weighing no more than 8kg. Each customer is responsible for the contents of their bag and must ensure that no contraband or any items contravening the laws of the UK or country to which we are shipping is contained with their equipment.

**Shipping Times**

Bagman will try to ensure that all our shipping and delivery times will be made without fail. In the event of serious accidents or extreme circumstances will use all reasonable endeavours to complete the shipping to their best of our ability and each customer will be notified. There will be no refunds giving in the event of transport times being delayed.

Bagman reserves the right to cancel an event should we not receive the minimum required bookings to make the event shipping economically viable. In this case you will be notified at least 1 month prior to the event and be provide with a full refund.

**Refund**

You will be refunded 50% of your booking fee if you cancel up to 2 calendar months before the event. Bagman is not able to make reimbursements for cancellations after this date.

**Privacy Policy**

We are committed to safeguarding the privacy of our website visitors; this policy sets out how we will treat your personal information.

Our website uses cookies.  By using our website and agreeing to this policy, you consent to our use of cookies in accordance with the terms of this policy.

**(1)** **What information do we collect?**

We may collect, store and use the following kinds of personal information:
(a)      information about your computer and about your visits to and use of this website (including your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views, website navigation and other details);

(b)      information relating to any transactions carried out between you and us on or in relation to this website, including information relating to any purchases you make of our goods or services;
(c)      information that you provide to us for the purpose of registering with us;
(d)      information that you provide to us for the purpose of subscribing to our website services, email notifications and/or newsletters;
(e)      any other information that you choose to send to us.

**(2)** **Cookies**

A cookie consists of a piece of text sent by a web server to a web browser, and stored by the browser. The information is then sent back to the server each time the browser requests a page from the server. This enables the web server to identify and track the web browser.

We may use both “session” cookies and “persistent” cookies on the website.  We will use the session cookies to: keep track of you whilst you navigate the website. We will use the persistent cookies to: enable our website to recognise you when you visit.

We may use Google Analytics to analyse the use of this website.  Google Analytics generates statistical and other information about website use by means of cookies, which are stored on users' computers.  The information generated relating to our website is used to create reports about the use of the website. Google will store this information.  Google's privacy policy is available at: http://www.google.com/privacypolicy.html.

Our advertisers/payment services providers may also send you cookies.

Our advertising services providers may send you cookies for the purpose of enabling the service of advertisements based on your previous visits to our website.

We may publish Google Adsense interest-based advertisements on our website.  These are tailored by Google to reflect your interests.  To determine your interests, Google will track your behaviour on our website and on other websites across the web using the DART cookie.  You can view, delete or add interest categories associated with your browser using Google's Ads Preference Manager, available at: http://www.google.com/ads/preferences/.  You can opt-out of the Adsense partner network cookie at: http://www.google.com/privacy/ads/ or using the NAI's (Network Advertising Initiative's) multi-cookie opt-out mechanism at: http://www.networkadvertising.org/managing/opt\_out.asp.  However, these opt-out mechanisms use cookies, and if you clear the cookies from your browser your opt-out will not be maintained. To ensure that an opt-out is maintained in respect of a particular browser, you should use the Google browser plug-in available at: http://www.google.com/ads/preferences/plugin.

Most browsers allow you to reject all cookies, whilst some browsers allow you to reject just third party cookies.  For example, in Internet Explorer you can refuse all cookies by clicking “Tools”, “Internet Options”, “Privacy”, and selecting “Block all cookies” using the sliding selector.  Blocking all cookies will, however, have a negative impact upon the usability of many websites, including this one.

(3)      Using your personal information   Personal information submitted to us via this website will be used for the purposes specified in this privacy policy or in relevant parts of the website.

We may use your personal information to:

(a)      administer the website;
(b)      improve your browsing experience by personalising the website;
(c)      enable your use of the services available on the website;
(d)      send to you goods purchased via the website, and supply to you services purchased via the website;
(e)      send statements and invoices to you, and collect payments from you;
(f)      send you general (non-marketing) commercial communications;
(g)      send you email notifications which you have specifically requested;
(h)      send to you our newsletter and other marketing communications relating to our business or the businesses of carefully-selected third parties which we think may be of interest to you by post or, where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require marketing communications);
(i)       provide third parties with statistical information about our users – but this information will not be used to identify any individual user;
(j)      deal with enquiries and complaints made by or about you relating to the website.

Where you submit personal information for publication on our website, we may publish and otherwise use that information in accordance with the licence you grant to us.

We will not without your express consent provide your personal information to any third parties for the purpose of direct marketing.

**(4)**  **Disclosures**

We may disclose information about you to any of our employees, officers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes as set out in this privacy policy.

In addition, we may disclose your personal information:

(a)      to the extent that we are required to do so by law;
(b)      in connection with any legal proceedings or prospective legal proceedings;
(c)      in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk);
(d)      to the purchaser (or prospective purchaser) of any business or asset that we are (or are contemplating) selling; and
(e)      to any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information.

Except as provided in this privacy policy, we will not provide your information to third parties.

**(5)** **International data transfers**

Information that we collect may be stored and processed in and transferred between any of the countries in which we operate in order to enable us to use the information in accordance with this privacy policy.

Information which you provide may be transferred to countries which do not have data protection laws equivalent to those in force in the European Economic Area.

In addition, personal information that you submit for publication on the website may be published on the internet and may be available, via the internet, around the world.  We cannot prevent the use or misuse of such information by others.

You expressly agree to such transfers of personal information.

(6)      **Security of your personal information**

We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

Of course, data transmission over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

You are responsible for keeping your password and user details confidential. We will not ask you for your password (except when you log in to the website).

(7)      **Policy amendments**

We may update this privacy policy from time-to-time by posting a new version on our website.  You should check this page occasionally to ensure you are happy with any changes.

(8)      **Your rights**

You may instruct us to provide you with any personal information we hold about you.  Provision of such information will be subject to:

(a)      the payment of a fee (currently fixed at £10.00); and

(b)      the supply of appropriate evidence of your identity (for this purpose, we will usually accept a photocopy of your passport certified by a solicitor or bank plus an original copy of a utility bill showing your current address).

We may withhold such personal information to the extent permitted by law.

You may instruct us not to process your personal information for marketing purposes.  In practice, you will usually either expressly agree in advance to our use of your personal information for marketing purposes, or we will provide you with an opportunity to opt-out of the use of your personal information for marketing purposes.

**(9)** **Third party websites**

The website contains links to other websites. We are not responsible for the privacy policies or practices of third party websites.

**(10)** **Updating information**

Please let us know if the personal information which we hold about you needs to be corrected or updated.

(11)    **Contact**

If you have any questions about this privacy policy or our treatment of your personal information, please write to us by email to info@bagman.website or by post to Bagman, 54 Painswick Road, Cheltenham, Glos. GL50 2ER

**(12)** **Data controller**

The data controller responsible in respect of the information collected on this website is Bagman Cycling Ltd.
ERED OFFICE:
Allan Reece & Co Accountants
55 High Street
Hoddesdon
HERTFORDSHIRE EN11 8TQ

Company registered in England and Wales
Company No. 04362357

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